

UNITED STATES DISTRICT COURT

MIDDLE DISTRICT OF LOUISIANA

EQUITY CAPITAL MARKET, LLC

CIVIL ACTION

VERSUS

MT. HAWLEY INSURANCE  
COMPANY

NO. 3:24-cv-00316-BAJ-RLB

**RULING AND ORDER**

Before the Court is Defendant Mt. Hawley Insurance Company's **Motion for Transfer of Venue (Doc. 11)**. This litigation arises from an insurance claim filed by Plaintiff in the aftermath of a fire that caused damage to Plaintiff's property on September 10, 2022. (Doc.1-1 at ¶¶6, 7). Defendant seeks to transfer this action to the United States District Court for the Southern District of New York pursuant to 28 U.S.C. § 1404(a) because Plaintiff's insurance policy contained a mandatory forum selection clause requiring that "[a]ny litigation commenced by [Plaintiff] . . . shall be initiated in New York." (Doc. 11-1 at 2). The Motion is unopposed. For reasons herein, Defendant's motion will be granted.

"A valid forum-selection clause is enforced through a motion for transfer of venue under 28 U.S.C. § 1404 (a)." *Brooks & Brooks Invs. LLC v. Mt. Hawley Ins. Co.*, No. 22-CV-03854, 2022 WL 17476969 (E.D. La. Dec. 6, 2022) (citing *Atlantic Marine Constr. Co. v. United States District Court for the W. Dist. of Tex.*, 571 U.S. 49, 59 (2013)). When the parties' agreement contains a valid forum-selection clause, the Court will not consider the usual private and public-interest considerations under

Here, Plaintiff concedes the enforceability of the forum-selection clause because it did not oppose the motion. Thus, Plaintiff has not established that the forum-selection clause is unenforceable. For this reason, the Court will grant Defendant's motion to transfer venue. *See Burk Holding Co., Inc. v. Mt. Hawley Ins. Co.*, No. 22-3503, 2023 WL 183898 (E.D. La. Jan. 13, 2023) (granting Mt. Hawley's Motion to Transfer Venue to the Southern District of New York based on an identical forum selection clause) (Africk, J.). *See also Nidal v. Mt. Hawley Ins. Co.*, No. 3:23-cv-1351 (M.D. La. Jan. 5, 2024) (Jackson, J.) (where this Court transferred claims against Mt. Hawley regarding an identical forum selection clause).

Under 28 U.S.C. § 1404(a), the Court may transfer the case to “any other district or division where it might have been brought or to any district or division to which all parties have consented.” Defendant requests that the Court transfer the case to the Southern District of New York pursuant to the forum-selection clause mandated by the Policy. The Court will do so.

Accordingly,

**IT IS ORDERED** that the Defendant's Motion to Transfer Venue (Doc. 11) be and is hereby **GRANTED**.

IT IS FURTHER ORDERED that this matter be and is hereby TRANSFERRED to the United States District Court for the Southern District of New York.

Baton Rouge, Louisiana, this 13<sup>th</sup> day of August, 2024



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JUDGE BRIAN A. JACKSON  
UNITED STATES DISTRICT COURT  
MIDDLE DISTRICT OF LOUISIANA